ORIGINAL

Initial Local Tariff for National Brands, Inc. d/b/a Sharenet Communications Company

Arizona Tariff No. 2 - Docket No. T-02580A-05-0383







Docket Control Center Arizona Corporation Commission 1200 West Washington Street Phoenix, Arizona 85007 Arizona Corporation Commissio
DOCKETED
AUG 1 6 2006

DOCKETED BY

210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200

Dear Sir/Madam:

Re:

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com Pursuant to the Order issued in the above referenced docket number, enclosed for filing are the original and thirteen (13) copies of the initial local tariff submitted on behalf of National Brands, Inc. d/b/a Sharenet Communications Company. This filing is dated to become effective on August 17, 2006.

Any questions you may have regarding this filing may be directed to my attention at (407) 740 3002 or via e-mail at cwightman@tminc.com.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self - addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely

Connie Wightman

Consultant to National Brands, Inc.

CW/im.

Enclosure

cc:

Gary Joseph, National Brands

File:

National Brands - AZ Local

TMS:

AZL0601

Z CORP COMMISSION

TO TO TO

ARIZONA

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

NATIONAL BRANDS, INC.

D/B/A

SHARENET COMMUNICATIONS COMPANY

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by National Brands, Inc. d/b/a Sharenet Communications Company, with principal offices at 4633 West Polk Street, Phoenix, Arizona 85043, for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: August 16, 2006

Effective: August 17, 2006

By:

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
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^{* -} indicates those pages included with this filing

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CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
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5	10	Original	*	10	1	Original	*
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5	15	Original	*	10	6	Original	*
5	16	Original	*	10	7	Original	*
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- **(D)** To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- **(R)** To signify reduced rate.
- **(S)** To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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Arizona Tariff No. 2 Preface Original Page 5

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by National Brands, Inc. d/b/a Sharenet Communications Company, hereinafter referred to as the Company, to Customers within the state of Arizona. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of National Brands, Inc. d/b/a Sharenet Communications Company at 4633 West Polk Street, Phoenix, Arizona 85043.

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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Advance Payment B Payment of all or part of a charge required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company B National Brands, inc. d/b/a Sharenet Communications Company, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchangecalls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) B A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by the Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

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Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Nonrecurring Charge (ANRC@) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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Point of Presence ("POP") - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day that a facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- **B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- **A. Minimum Period -** Service is provided on a term basis only. The minimum term period is one (1) month, unless otherwise specified in this tariff or mutually agreed upon by contract.
- **B**. Except as otherwise stated in this tariff, the Customer may be required to enter into a written service order which shall contain or references a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- **D.** Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- **E.** This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- F. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- **B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- **D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

- 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- 7. Normal or unavoidable defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof:
- 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9. Any non-completion of calls due to network busy conditions;
- 10. Any calls not actually attempted to be completed during any period that service is unavailable;
- 11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- **E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- **G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the National Directory Assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the National Directory Assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

- 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service, (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- **B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- **D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At Customer request, installation and/or maintenance may be performed outside the regular business hours or the Company or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at Customer request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- **A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- **B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- **D.** in a quantity greater than that which the Company would normally construct;
- **E.** on an expedited basis;
- **F.** on a temporary basis until permanent facilities are available;
- **G.** involving abnormal costs; or
- **H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- **A.** the payment of all applicable charges pursuant to this tariff;
- **B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rightsof-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service:

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2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- **G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- **H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the negligent or intentional acts of the Company.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party, pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at Customer expense, subject to prior Customer approval of the equipment expense.

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2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- **D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Title 47, Code of Federal Regulations as follows:

End user means any Customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an ``end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an ``end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- **B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within fifteen (15) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within fifteen (15) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. Payment is considered late if the bill is not paid within thirty (30) days of the invoice date.
- **D.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day service becomes available for Customer use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- F. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the late payment date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- G. The Customer will be assessed a *maximum* charge of thirty-five dollars (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. See Section 10 for current charges.
- **H.** If service is discontinued by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

I. Duplicate Bill Charge

In the event a Customer requests a reprint of a monthly bill that is greater than six (6) months old, a duplicate bill charge may apply per bill.

Duplicate Bill Charge

MAXIMUM \$10.00

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2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- **B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- **B.** The amount of the deposit which may be required of a residential Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- **D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 3% per year, simple interest.

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2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- **G.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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2.6 Discontinuance of Service

- **2.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- **2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2.6 Discontinuance of Service, (Cont'd.)

- **2.6.4** Upon Customer insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- **2.6.5** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- **2.6.6** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.6.7 Upon Company discontinuance of service to the Customer under Section 2.6.1. or 2.6.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- **2.6.8** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- **2.6.9** Without notice in the event of tampering with the equipment or services furnished by the Company.

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2.7 Cancellation of Application for Service

- **2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **2.7.4** The special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

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2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- **A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- **C.** Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- **E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to Customer failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company.

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2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- A. For the purpose of applying this provision, the work interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
- **B.** The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure provided by the Customer, or where the company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
- C. No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.
- D. When service is interrupted for a period of at least 24 hours after notice by the Customer to the Company, a credit allowance equal of 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company rendered useless, shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless.

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2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 72 hours or more or cumulative service credits equaling 144 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.10 Use of Customer Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting ultimate Customer responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Cancellation by Customer

Customer may cancel month to month service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features, unless the Customer makes arrangements with the Company to retain those services on new terms (e.g., the Customer makes a secondary line the primary line on the account). In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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2.12 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services or partially terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the applicable Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.12.1 Termination Liability

The Customer may cancel service without termination liability at the end of the term of the agreement by providing written notice at least 30 days prior to the end of the term of the intent to do so. The Customer's termination liability for cancellation of service prior to the end of the initial or any renewal term shall be equal to:

- **A.** all unpaid nonrecurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. 100% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

The Company may terminate service if the Customer's material breach of the service agreement is not corrected within thirty (30) days of written notice thereof. Termination for any reason shall not relieve the Customer of the liability incurred prior to termination.

Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive terms of the same duration unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service, or negotiates a new term.

The Customer may terminate service for cause, provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given and such cause is not corrected within such thirty (30) day period.

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2.12 Cancellation of Service/Termination Liability, (Cont'd.)

2.12.2 Liability Waiver Conditions

The Company will waive or mitigate termination liability under the following conditions:

- A. The Customer who reduces the number of individual voice grade lines under term contract will have termination liability waived when the Customer terminates less than 20% of the number of lines in the original agreement.
- B. The Customer who replaces service with Company-provided service of equal or greater value, will have the termination liability waived for the replaced services.
- C. The Customer who reduces the number of voice grade channels utilized in a T-1 Service arrangement will have the termiantion liability waived when the Customer reduces the number of voice grade channels by less than 20% of the original agreement. The remaining channels will be priced at the new lower rate level for the duration of the agreement.

2.12.3 Additions to Term Agreements

The Customer may add voice grade lines to basic services or add voice channels to an existing T-1 service under a term agreement. The new lines or services will be billed at the applicable rate and the term of the additional services will be coterminous with the original term of the agreement.

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2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- **2.13.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.13.3** pursuant to any financing, merger or reorganization of the Company.

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2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at Customer request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- **D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, Customer employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2.15 Notices and Communications

- **2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- **2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.15.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges inaddition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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2.16 Taxes, Fees and Surcharges, (Cont'd.)

2.16.1 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14 2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

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2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer telephone number is changed after a directory is published, the Company shall, intercept all calls to the former number for up to one hundred and twenty (120) days and give the calling party the new number, provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1) Qwest Communications, Inc.

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By:

4.1 Service Order and Change Charges

4.1.1 General

Nonrecurring charges apply to processing Service Orders for new service and for changes in

Nonrecurring Charge

A one time charge associated with installation of a new

service, line or feature.

New Installation

Applies to requests for initial connection or establishment of service. This charge applies to each line or feature installed unless otherwise specified in the

description of the service offering.

Service Order Change

Applies to work associated with Customer-requested changes to existing services, including adding or deleting line features, directory listing changes or additions and billing or contract information changes to Customer accounts. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge

applies

Move Change

Applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number

change, a separate charge may apply.

Telephone Number Charge

Applies to each Customer-initiated change in telephone

number.

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4.1 Service Order and Change Charges, (Cont'd.)

4.1.2 Miscellaneous Nonrecurring Charges

A. Express Service

This service is subject to the terms, conditions, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated. This service is only available when the Company has the ability to process this request. The charge does not apply in cases where the request can not be honored.

Nonrecurring Charge:

Same Day Installation, per Order

Actual cost incurred, plus

MAXIMUM

Next Day Installation, per Order

\$200.00 Actual cost incurred, plus \$200.00

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4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

MAXIMUM

Restoration, per line:

\$ 90.00

4.3 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

MAXIMUM

Premises Visit Charge, per visit

\$ 50.00

Premises Work Charge:

Initial 30 minutes

\$120.00

Each Additional 15 minutes

\$ 60.00

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4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct callsto an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA

and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for

IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll

calls subject to presubscription and the Company for interLATA toll calls

subject to presubscription.

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4.4 Carrier Presubscription, (Cont'd.)

4.4.2 Presubscription Options, (Cont'd.)

Option D: Customer may select the carrier other than the Company for both

intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for

intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the

Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed

carrier for intraLATA toll calls subject to presubscription or which will require the Customer to dial a carrier access code to route all intraLATA

toll calls to the carrier of choice for each call.

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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4.4 Carrier Presubscription, (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below.

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Presubscription Nonrecurring Charges

	MAXIMUM
Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$15.00
Additional Line, Trunk or Port	\$15.00

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4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call:

MAXIMUM \$0.50

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SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Unless other specified, the minimum term is one (1) month. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other nonrecurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- **B.** Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - 4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates, (Cont'd.)

C. Residential rates apply at the following locations, among others:

The Company does not offer a residential class of service at this time.

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5.1 General, (Cont'd.)

5.1.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call
- All times refer to local time.

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5.1 General, (Cont'd.)

5.1.3 Call Timing for Usage Sensitive Services

Where charges for service are specified based on the duration of use, such as the duration of a direct dialed telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- **B.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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5.1 General, (Cont'd.)

5.1.4 Service Terms and Conditions

- A. Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:
 - receive calls from other stations on the public switched telephone network;
 - access the Company Local Calling Services and other Services as set forth in this tariff;
 - access interexchange calling services of the Company and of other carriers;
 - access (at no additional charge) to Company operators and business office for service related assistance;
 - access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
 - access relay services for the hearing and/or speech impaired.
- B. Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.
- C. Individual line local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line – The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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5.2 Local Exchange Term Services

Recurring charges are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service, as applicable, and usage charges are billed on the next month's bill.

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5.2 Local Exchange Term Services, (Cont'd.)

5.2.1 Local Service Packages

A. Description

Local Service Packages provide the business Customer with analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multiparty lines are provided.

Customers receive unlimited calling within their local calling area. No measured or message rate usage charges apply to calls placed to or received from areas within the local calling area. Service is offered on a month-to-month, one year term, two year term, three year term, or other multi-year term basis as specified in this tariff.

The Customer may order up to two "Add A Lines" for each Single Line Choice or Single Line Plus line ordered. The additional lines may select a choice of two of the following features:

Hunting
Call Forward Busy Line
Call Forward Don't Answer
Call Forward Don't Answer and Busy Line

A nonrecurring installation charge applies, in addition to the applicable service order charges (See Section 4).

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5.2 Local Exchange Services, (Cont'd.)

5.2.1 Local Service Packages, (Cont'd.)

A. Description, (Cont'd.)

The Company offers the following local packages:

- Single Line Basic

Single Line Basic is a flat rate service that does not include any features.

- Single Line Prime

Single Line Prime is a flat rate service that includes a choice of five (5) Package Features listed in Section 6.3.1.

- Single Line Choice (w/Voice Mail)

Single Line Choice (w/Voice Mail) is a flat rate service that includes a choice of five (5) Package Features listed in Section 6.3.1, plus Voice Mail Service.

- Single Line Plus (w/Voice Mail)

Single Line Plus (w/Voice Mail) is a flat rate service that includes a choice of fifteen (15) Package Features as listed in Section 6.3.1, plus Voice Mail Service.

- Add A Line

Customers who presubscribe to Single Line Choice or Single Line Plus may add up to two Add a Line service lines per Choice or Plus Line ordered. Add A Line Customers may select a choice of two of the following features, per line: Hunting, Call Forward Busy Line, Call Forward Don't Answer, Call Forward Don't Answer and Busy Line.

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Gary Joseph, Vice President 4633 West Polk Street Phoenix, Arizona 85043 Effective: August 17, 2006

5.2 Local Exchange Services, (Cont'd.)

5.2.1 Local Service Packages, (Cont'd.)

B. Rates and Charges

	MAXIMUM			
Primary Line	Monthly Recurring Charge			
	Month-to			
	Month			
		1 Year	2 Year	3 Year
- Single Line-Basic	\$ 76.00	\$ 76.00	\$ 76.00	\$ 76.00
- Single Line Prime	\$ 87.00	\$ 84.00	\$ 81.00	\$ 78.00
- Single Line Choice	\$ 96.00	\$ 94.00	\$ 91.00	\$ 87.00
- Single Line Plus	\$131.00	\$128.00	\$125.00	\$122.00
Add A Line				
Each Additional Line*	\$64.00	\$64.00	\$64.00	\$64.00
	Nonrecurring Charges			
Month-to				
	<u>Month</u>			
		1 Year	2 Year	3 Year
Installation Charge	\$225.00**	\$225.00**	\$225.00	\$225.00

^{*}Limit of two per Choice or Plus Line ordered, only available to Single Line Choice or Single Line Plus subscribers

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^{**}Invoiced but not included in the total amount due until service is discontinued; canceled or credited from the bill after the Customer has retained service for 12 consecutive months.

5.2 Local Exchange Services, (Cont'd.)

5.2.2 Voice T-1 Service

A. Description

The Voice T-1 Service is a dedicated bundled service offering that includes both regulated and unregulated voice services. Service is provided over dedicated T-1 Lines. Service is available under a one-year, two-year or three-year contract. The Customer has a choice of up to seven (7) Package Features (listed in Section 6.3.1, following) at no additional charge.

A nonrecurring installation charge is applicable in addition to applicable service Order Charges (See Section 4). This installation charge will be credited to the Customer after one year of service. The installation charge will bewaived on all two and three year term contracts.

B. Rates and Charges

1. Monthly Recurring Charges

		MAXIMUM	
	1 Year	2 Year	3 Year
6 Lines	\$ 714.00	\$ 684.00	\$ 654.00
7 Lines	\$ 783.00	\$ 753.00	\$ 723.00
8 Lines	\$ 852.00	\$ 822.00	\$ 792.00
9 Lines	\$ 921.00	\$ 891.00	\$ 861.00
10 Lines	\$ 990.00	\$ 960.00	\$ 930.00
11 Lines	\$ 996.00	\$ 966.00	\$ 936.00
12 Lines	\$1053.00	\$1023.00	\$ 993.00
13 Lines	\$1122.00	\$1092.00	\$1062.00
14 Lines	\$1191.00	\$1161.00	\$1131.00
15 Lines	\$1260.00	\$1230.00	\$1200.00
16 Lines	\$1266.00	\$1236.00	\$1206.00
17 Lines	\$1323.00	\$1293.00	\$1263.00
18 Lines	\$1392.00	\$1362.00	\$1332.00
19 Lines	\$1461.00	\$1431.00	\$1401.00
20 Lines	\$1530.00	\$1500.00	\$1470.00
21 Lines	\$1536.00	\$1506.00	\$1476.00
22 Lines	\$1596.00	\$1563.00	\$1533.00
23 Lines	\$1662.00	\$1632.00	\$1602.00
24 Lines	\$1731.00	\$1701.00	\$1671.00

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- 5.2 Local Exchange Services, (Cont'd.)
 - 5.2.2 Voice T-1 Service, (Cont'd.)
 - B. Rates and Charges, (Cont'd.)
 - 2. Nonrecurring Charge

Installation Charge

MAXIMUM \$1050.00

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5.2 Local Exchange Services, (Cont'd.)

5.2.3 Data T-1 Service

A. Description

The Data T-1 Service is a dedicated bundled service offering that includes both regulated and unregulated data services. Service is provided over dedicated T-1 Lines. Service is available under a one-year, two-year or three-year contract. Data T-1 Service includes one IP address. A nonrecurring installation charge is applicable, in addition to applicable Service Order Charges (See Section 4). The installation charge will be credited to the Customer after one year of service. The installation charge does not apply to two or three year term contracts.

B. Rates and Charges

2.

1. Monthly Recurring Charges

		MAXIMUM	
	1 Year	2 Year	3 Year
1.544 Kbps Bandwidth	\$1185.00	\$1155.00	\$1125.00
Nonrecurring Charge			
		MAXIMUM	
Installation Charge		\$1050.00	

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5.2 Local Exchange Services, (Cont'd.)

5.2.4 Integrated T-1 Service

A. Description

Integrated T-1 (IT1) Service provides a 1.544 mbps dedicated facility from the Customer's premise to the Company serving wire center. IT1 includes a DS1 facility, common equipment, local exchange switching and 24 flat rated channels for access to the local exchange and toll networks. Each IT1 facility utilizes 24 channels. The Customer has a choice of up to seven (7) Package Features (listed in Section 6.3.1, following) at no additional charge.

B. Rates and Charges

1. Monthly Recurring Charges

		MAXIMUM	
	1 Year	2 Year	3 Year
6 Voice	\$ 855.00	\$ 840.00	\$ 825.00
7 Voice	\$ 921.00	\$ 906.00	\$ 891.00
8 Voice	\$ 987.00	\$ 972.00	\$ 957.00
9 Voice	\$1050.00	\$1035.00	\$1020.00
10 Voice	\$1116.00	\$1101.00	\$1086.00
11 Voice	\$1122.00	\$1107.00	\$1092.00
12 Voice	\$1170.00	\$1155.00	\$1140.00
13 Voice	\$1236.00	\$1221.00	\$1206.00
14 Voice	\$1302.00	\$1287.00	\$1272.00
15 Voice	\$1320.00	\$1305.00	\$1290.00
16 Voice	\$1386.00	\$1371.00	\$1356.00
17 Voice	\$1452.00	\$1437.00	\$1422.00
18 Voice	\$1515.00	\$1500.00	\$1485.00

2. Nonrecurring Charge

An Installation Charge applies in addition to applicable Service Order Charges (See Section 4). This Installation Charge will be credited after one (1) year of service. The installation charges does not apply to two or three year term contracts.

MAXIMUM

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5.2 Local Exchange Services, (Cont'd.)

5.2.5 PRI T-1 Service

A. Description

PRI T-1 Service consists of 23 B-channels and a D-channel, for a total transmission rate of 1.544 Mbit/s, which is equivalent to a T1 facility. Each 64 kbit/s B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbit/s channel that is used to carry the control or signaling information. PRI is compatible with National ISDN. Circuit-Switched Data PRI consists of 23B+D, which is equivalent to a T1 facility. The Customer may use CPE to bond together 64 kbit/s B-channels for the transmission of circuit-switched data or video. The B channels carry user information such as voice calls, circuit-switched data or video, while the D-channel handles signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities.

PRI T-1 Service includes Direct Inward Dial capability (see Section 5.3 for related additional charges), Caller ID Name and Number Display, Automatic Channel Selection and Hunting, End User Port Access Charge, Calling Party Name and Number Identification, National Directory Assistance Listing (one location).

B. Rates and Charges

1. Monthly Recurring Charges

		MAXIMUM	
	1 Year	2 Year	3 Year
Local Loop w23B & 1 D Channel	\$2,010.00	\$1,905.00	\$1,800.00

2. Nonrecurring Charge

An Installation Charge applies in addition to applicable Service Order Charges, (See Section 4). This Installation Charge will be credited after one (1) year of service. The installation does not apply to two or three year term contracts.

	MAXIMUM
Installation Charge	\$1,050.00

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5.2 Local Exchange Services, (Cont'd.)

5.2.5 PRI T-1 Service

A. Description

PRI T-1 Service consists of 23 B-channels and a D-channel, for a total transmission rate of 1.544 Mbit/s, which is equivalent to a T1 facility. Each 64 kbit/s B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbit/s channel that is used to carry the control or signaling information. PRI is compatible with National ISDN. Circuit-Switched Data PRI consists of 23B+D, which is equivalent to a T1 facility. The Customer may use CPE to bond together 64 kbit/s B-channels for the transmission of circuit-switcheddata or video. The B channels carry user information such as voice calls, circuit-switched data or video, while the D-channel handles signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities.

PRI T-1 Service includes Direct Inward Dial capability (see Section 5.3 for related additional charges), Caller ID Name and Number Display, Automatic Channel Selection and Hunting, End User Port Access Charge, Calling Party Name and Number Identification, National Directory Assistance Listing (one location).

B. Rates and Charges

1. Monthly Recurring Charges

		MAXIMUM	
	1 Year	2 Year	3 Year
Local Loop w23B & 1 D Channel	\$2,010.00	\$1,905.00	\$1,800.00

2. Nonrecurring Charge

An Installation Charge applies in addition to applicable Service Order Charges, (See Section 4). This Installation Charge will be credited after one (1) year of service. The installation does not apply to two or three year term contracts.

	MAXIMUM
Installation Charge	\$1,050.00

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5.2 Local Exchange Services, (Cont'd.)

5.2.6 Integrated PRI T-1 Service

A. Description

This service offers the same functionality as Integrated T-1 Service. In addition, the Customer has the ability to mix and match voice and data services over a PRI T-1.

B. Rates and Charges

1. Monthly Recurring Charges

						MAXIMUM	
					1 Year	2 Year	3 Year
Local Loop	w23B	&	1	D	\$2,142.00	\$2,031.00	\$1,917.00
Channel							

2. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account. The installation charge does not apply to two or three year term contacts.

Installation Charge MAXIMUM \$1,050.00

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5.3 Miscellaneous Service Arrangement

5.3.1 Direct Inward Dialing (DID) DID or 2-Way DID

A. Description

Direct Inward Dialing (DID) is a service that routes incoming calls directly to stations, by-passing a central answer point.

Direct Inward Dialing is available to Customers who subscribe to Voice T-1 Service, Integrated T-1 Service or PRI T-1 Service.

B. Rates and Charges

1. Monthly Recurring Charges

The following monthly recurring charge is added to the pricing per Voice Circuit:

	MAXIMUM
Per Voice Circuit	\$ 15.00
Per Block of 20 Numbers	\$ 7.50
Per Block of 100 Numbers	\$ 30.00

2. Nonrecurring Charge

Initial orders are installed at no charge. All additional orders incur the following nonrecurring charge:

MAXIMUM

Per Block of 20 Numbers Initial Order	No Charge
Per Block of 20 Numbers Each Add'l Order	\$ 60.00
Per Block of 100 Numbers Initial Order	No Charge
Per Block of 100 Numbers Each Add'l Order	\$180.00

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5.3 Miscellaneous Service Arrangement

5.3.2 Static IP Addresses

A. Description

A static IP address provides the Customer with a number (in the form of a dotted quad) that is assigned to a computer by the Internet service provider to be its permanent address on the Internet.

Static IP Address is available in conjunction with the following services:

- Data T-1
- Integrated T-1
- PRI T-1

B. Rates and Charges

1. Monthly Recurring Charges

With Static IP Addresses	MAXIMUM
1 Static IP Address	No Charge
8 Static IP Addresses	\$ 36.00
16 Static IP Addresses	\$ 60.00
32 Static IP Addresses	\$ 90.00
64 Static IP Addresses	\$120.00

2. Nonrecurring Charges

With Static IP Addresses	MAXIMUM
	Nonrecurring Charge
1 Static IP Address	No Charge
8 Static IP Addresses	\$ 60.00
16 Static IP Addresses	\$ 90.00
32 Static IP Addresses	\$120.00
64 Static IP Addresses	\$150.00

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By:

SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Operator Services

6.1.1 General

Operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling Card – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card. The Customermust dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Commercial Credit Card Call—This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Calling Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station – These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, to Commercial Credit Card or via some method other than Customer Dialed Calling Card.

Person-to-Person — This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

6.1.2 Rates and Charges

See applicable rates, terms and conditions in the Company's Arizona Tariff No. 1, on file with the Commission.

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6.1 Operator Services, (Cont'd.)

6.1.2 Intercept Services

A. Description

The following nonrecurring charges apply to Intercept Service on a per line basis, dependent upon the number of months provided.

1. Basic Intercept Service is provided at no charge.

Basic Intercept Service includes all intercept recordings that do not provide the new number information.

2. New Number Referral Service is provided at no charge.

New Number Referral Service includes all intercept recordings that provide the new number information.

3. Split Referral Intercept Service

Split Referral Intercept Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent of the caller's response.

The provision of split referral intercept is dependent upon the availability of facilities to implement the service.

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6.1 Operator Services, (Cont'd.)

6.1.2 Intercept Services, (Cont'd.)

B. Terms and Conditions

Intercept Services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.

Intercept services are offered for periods up to twelve (12) months for business Customers or until publication of a new directory whichever comes first.

Intercept services are subject to the availability of the disconnected number and the availability of CO facilities.

The minimum billing period for Split Referral is three (3) months.

The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Services.

C. Rates and Charges

	MAXIMUM
	Nonrecurring Charge
Three Months	\$ 375.00
Six Months	\$ 735.00
Nine Months	\$1,095.00
Twelve Months	\$1,470.00

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6.2 Busy Line Verification and Interrupt Service

6.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a designated local service line. Where technically feasible, an operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption, and subject to the availability of facilities.

A Verification Charge will apply when:

- 1. The operator verifies that the line is busy with a call in progress, or
- 2. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.2.2 Rates and Charges

MAXIMUM

Busy Verification Charge, each request:

\$ 6.00

Emergency Interrupt Charge, each request:

\$12.00

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6.3 Calling Features

The Company offers the following features in conjunction with the packages listed in Section 5 and on an a la carte basis:

6.3.1 Package Feature Descriptions

- A. Caller ID: Permits the Customer to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- **B. Business Voice Mail:** Offered on a non-regulated basis.
- Call Forwarding / Busy or No Answer: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The Customer must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- **D.** Call Forwarding / Busy and No Answer: Permits the forwarding of incoming calls when the end-user's line is busy or remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- E. Call Forwarding / Remote Access and Standard Permits the Customer to automatically forward (transfer) all incoming calls to another tdephone number, and to restore it to normal operation at their discretion. The Customer must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the Customer to deactivate the feature. Feature activation may be performed from the Customer's exchange line or remotely from some other line. Remote access requires the Customer to 1) dial a special access number, 2) enter their ten-digit telephone number, and 3) enter a personal identification number prior to forwarding their calls.
- **F.** Three Way Calling: Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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6.3 Calling Features, (Cont'd.)

6.3.1 Package Feature Descriptions, (Cont'd.)

- G. Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- H. Selective Call Waiting: Allows the Customer to establish and modify a list of telephone numbers that trigger the Call Waiting tone when the Customer's line is in use. Calls from telephone numbers not on the list, or calls from unidentified callers will either hear busy tone when the Customer's line is busy or if the Customer subscribes to Voice Mail service, the call will be routed to the Customer's mailbox.
- I. Call Waiting with ID: Provides the same service as Call Waiting Basic, in addition, it also provides the number and name associated with the incoming caller.
- **J. Call Transfer:** Call Transfer allows a Customer to receive an incoming call, then transfer the calling party to any other number.
- **K.** Last Call Return: Allows the Customer to return a call to the last incoming call whether answered or not.
- L. Dial Lock: This feature allows the Customer the ability to manage their outbound calls (local, local long distance, and toll) by selectively blocking different types of calls placed from their line. This service will allow blocking to: all non-emergency local calls; long distance calls; international calls; operator assisted; toll free; information services; and National Directory Assistance calls. The Customer will select the types of calls they wish to have blocked.

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6.3 Calling Features, (Cont'd.)

6.3.1 Package Feature Descriptions, (Cont'd.)

- M. Custom Ringing: Allows a Customer to determine the source of an incoming call from a distinctive ring. The Customer may have up to two numbers assigned to a single line. The designated primary number will receive a normal ringing pattern, the other number will receive a custom ringing pattern. The pattern is based on the telephone number that the calling party dials.
- N. 411 Directory Assistance Allowance: Allows the Customer six (6) free calls to Directory Assistance.
- O. Hunting: Available to Customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the Customer's lines not busy.

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6.3 Calling Features, (Cont'd.)

6.3.2 A la Carte Feature Descriptions

A. Continuous Redial

Allows a Customer to dial a code that will cause the feature to automatically redial the last number the Customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the Customer when the called number becomes available.

B. Speed Calling 8 or 30

Enables the Customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Calling is available with an 8 or 30 telephone number capacity.

C. Market Expansion Line

When a Customer activates MEL on the Customer's service, all incoming calls are automatically routed to another Customer-selected telephone number in the local calling area. MEL is available outside the local calling. MEL outside the local calling area will incur long distance charges, in addition to the feature charge.

D. Priority Call

Allows a Customer to assign multiple callers' telephone numbers to a special list. The Customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

6.3.3 Per Use Features

The following features are available only on a per call basis:

Call Trace
Three Way Calling
Call Transfer
Last Call Return
Continuous Redial

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6.3 Calling Features, (Cont'd.)

6.3.4 Feature Rates

The following nonrecurring and monthly recurring charges apply unless the feature is included with the presubscribed local package. Applicable Service Order Charges also apply when a feature is added after initiation of service (See Section 4).

A. Package Features

	MAXIMUM		
	Nonrecurring	Monthly	
	Charge	Recurring Charge	
Caller ID	\$24.00	\$20.00	
Business Voice Mail	**	**	
Call Forwarding / Busy or Don't Answer	\$12.00	\$14.00	
Call Forwarding / Busy and Don't Answer	\$12.00	\$14.00	
Call Forwarding / Remote Access and Standard	\$32.00	\$24.00	
3 Way Calling	\$12.00	\$10.00	
Call Waiting	\$12.00	\$22.00	
Selective Call Waiting	\$12.00	\$10.00	
Call Waiting ID	\$24.00	\$20.00	
Call Transfer	\$12.00	\$10.00	
Last Call Return	\$12.00	\$10.00	
Dial Lock	\$12.00	\$10.00	
Custom Ringing	\$12.00	\$20.00	
Hunting	\$12.00	\$10.00	
Voice Mail	**	**	

B. A la Carte Features

	MAXIMUM		
	Nonrecurring	Monthly	
	Charge	Recurring Charge	
Continuous Redial	\$12.00	\$10.00	
Speed Dialing 8	\$12.00	\$12.00	
Speed Dialing 30	\$12.00	\$14.00	
Market Expansion Line	\$80.00	\$48.00	
Priority Call	\$12.00	\$10.00	

(**) Nonregulated Service.

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6.3 Calling Features, (Cont'd.)

6.3.4 Feature Rates, (cont'd.)

C. Per Use Features

The following features are available on a per call basis.

	Nonrecurring	MAXIMUM
	Charge	Usage Charges
Call Trace	-	\$4.50 per use
Three Way Calling	-	\$2.00 per use
Call Transfer	-	\$2.00 per use
Last Call Return	-	\$2.00 per use
Continuous Redial	-	\$2.00 per use

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6.4 National Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to National Directory Assistance.

6.4.1 National Directory Assistance Per Call Charge

Per Call Charge

See Interstate Rates, Terms and Conditions

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6.5 Directory Listings

6.5.1 Description

The alphabetical directory is a list of names of Customers, joint users, and others for whom directory listings are provided. Alphabetical listings include information which is essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

The Company, in accepting listings as prescribed by applicants or Customers, will not assume responsibility for the result of the publication of such listings in its directories, nor will the Company be a party to controversies arising between Customers or others as a result of such publication.

The Company has the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings are regularly provided in connection with most classes of exchange service.

6.6.4 Rates and Charges

	MAXIMUM Manthly Passymina Change
Initial Listings	Monthly Recurring Charge No Charge
Additional Listings, each	\$7.50
Alpha Listing, each	\$7.50
Client Main Listing, each	\$7.50

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6.6 Custom Number Service

6.6.1 Description

This service is applicable to Customer requests for specific telephone number assignments when a Customer requests a specific number(s) and that number(s) is available, the Company may assign the number to the Customer. Custom Number Service rates and charges are not applicable to the following services: toll free service, pay per call service, or DID number blocks. The Company will offer up to five numbers for the Customer to choose from at no charge.

If the Customer requests further or more specific number choices and accepts a number offered, the charge specified below will apply. Custom Number nonrecurring charge does not apply when the Customer requests assignment of the same number within one year of termination.

The Company reserves and retains the right:

- A. To discontinue, change or reassign telephone numbers in any exchange area whenever it deems it necessary or appropriate in the conduct of its business in accordance with the rules and regulations of the Company. If this should occur within a one year period following assignment, the Custom Number Service nonrecurring charges will be refunded to the Customer.
- B. To reject any request for personalized numbers for any reason, including, but not limited to, numbers that may, in the Company's opinion, be offensive to good taste, limited by central office capacity or by relocation of a central office.
- C. Of ownership of all telephone numbers and prohibits the reassignment or resale of a telephone number by any Customer.

The Company shall in no event be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, or inadvertent assignment of a requested number to another Customer whether prior to or after establishment of service. In no event shall the Company be liable to any person, firm or corporation for any amount greater than such person, firm or corporation has actually paid to the Company for the Custom Number Service.

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6.6 Custom Number Service, (Cont'd.)

6.6.1 Description, (Cont'd.)

Telephone number requests for a specific telephone number are granted providing the requested telephone number is available, e.g., not assigned to a current Customer, ready to be assigned and no equipment limitations exist. Requests for a specific telephone number will be honored on a first-come, first-served basis.

6.6.2 Charges

MAXIMUM Nonrecurring Charge \$150.00

Each number requested and provided

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SECTION 7 – TOLL SERVICES

7.1 Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number.

7.1.1 Maximum Rates and Charges

A. Per Minute Usage Rate

All Times of Day \$0.50

7.2 Toll Free Service

Toll Free Service rates apply when the Customer arranges for end users to call a designated toll free number for which the Customer is billed for the call charges without the assistance of an operator and the call is billed to the called number.

7.2.1 Maximum Rates and Charges

A. Per Minute Usage Rate

MAXIMUM

All Times of Day

\$0.50

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SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

8.2 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Current Price List. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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SECTION 9 – PROMOTIONAL OFFERINGS

9.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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SECTION 10 – CURRENT PRICE LIST

10.1 Service Charges and Surcharges

10.1.1 Service Order and Change Charges

A. Express Service

This service is subject to the terms, conditions, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated.

Nonrecurring Charge:

Same Day Installation, per Order

Applicable cost,

plus \$44.00

Next Day Installation, per Order

Applicable cost,

plus \$34.00

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SECTION 10 - CURRENT PRICE LIST

10.1 Service Charges and Surcharges, (Cont'd.)

10.1.2 Restoral Charge

Nonrecurring Charge

\$16.00

Restoration, per line:

10.1.3 Premises Visit Charge

Nonrecurring Charge

\$25.00

Premises Work Charge:

Initial 30 minutes

Premises Visit Charge, per visit

\$60.00

Each Additional 15 minutes

\$30.00

10.1.4 Carrier Presubscription

Per business line, trunk, or port

Nonrecurring Charge

Initial Line, or Trunk or Port

\$5.00

Additional Line, Trunk or Port

\$5.00

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10.1 Service Charges and Surcharges, (Cont'd.)

10.1.5 Public Telephone Surcharge

Rate Per Call:

\$ 0.50

10.1.6 Return Check Charge

Per Check Returned:

\$ 25.00

10.1.7 Duplicate Bill Charge

Per Occasion

\$ 5.00

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10.2 Local Exchange Services

10.2.1 Local Service Packages

A. Rates and Charges

Primary Line	Monthly Recurring Charge			
	Month-to		_	
	Month	1 Year	2 Year	3 Year
- Single Line Basic	\$25.49	\$25.49	\$25.49	\$25.49
- Single Line Prime	\$28.89	\$27.89	\$26.89	\$25.89
- Single Line Choice	\$32.29	\$31.29	\$30.49	\$29.99
- Single Line Plus	\$43.69	\$42.69	\$41.69	\$40.69
Add A Line				
Each Additional Line*	\$21.49	\$21.49	\$21.49	\$21.49
		Nonrecurrin	g Charges	
Installation Charge, per line	\$75.00**	\$75.00**	\$0.00	\$0.00

^{*}Limited to two per primary line; only available to Single Line Choice or Single Line Plus subscribers

** Invoiced but not included in the total amount due until service is discontinued; canceled or credited from
the bill after the Customer has retained service for 12 consecutive months.

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10.2 Local Exchange Services, (Cont'd.)

10.2.2 Voice T-1 Service

A. Monthly Recurring Charges

	1 Year	2 Year	3 Year
6 Lines	\$238.00	\$228.00	\$218.00
7 Lines	\$261.00	\$251.00	\$241.00
8 Lines	\$284.00	\$274.00	\$264.00
9 Lines	\$307.00	\$297.00	\$287.00
10 Lines	\$330.00	\$320.00	\$310.00
11 Lines	\$332.00	\$322.00	\$312.00
12 Lines	\$351.00	\$341.00	\$331.00
13 Lines	\$374.00	\$364.00	\$354.00
14 Lines	\$397.00	\$387.00	\$377.00
15 Lines	\$420.00	\$410.00	\$400.00
16 Lines	\$422.00	\$412.00	\$402.00
17 Lines	\$441.00	\$431.00	\$421.00
18 Lines	\$464.00	\$454.00	\$444.00
19 Lines	\$487.00	\$477.00	\$467.00
20 Lines	\$510.00	\$500.00	\$490.00
21 Lines	\$512.00	\$502.00	\$492.00
22 Lines	\$531.00	\$521.00	\$511.00
23 Lines	\$554.00	\$544.00	\$534.00
24 Lines	\$577.00	\$567.00	\$557.00

B. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account.

Installation Charge

\$350.00

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By:

Gary Joseph, Vice President 4633 West Polk Street Phoenix, Arizona 85043 Effective: August 17, 2006

10.2 Local Exchange Services, (Cont'd.)

10.2.3 Data T-1 Service

A. Monthly Recurring Charges

	1 Year	2 Year	3 Year
1.544 Kbps Bandwidth	\$395.00	\$385.00	\$375.00

B. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account.

Installation Charge

\$350.00

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10.2 Local Exchange Services, (Cont'd.)

10.2.4 Integrated T-1 Service

A. Monthly Recurring Charges

	1 Year	2 Year	3 Year
6 Voice	\$285.00	\$280.00	\$275.00
7 Voice	\$307.00	\$302.00	\$297.00
8 Voice	\$329.00	\$324.00	\$319.00
9 Voice	\$350.00	\$345.00	\$340.00
10 Voice	\$372.00	\$367.00	\$362.00
11 Voice	\$374.00	\$369.00	\$364.00
12 Voice	\$390.00	\$385.00	\$380.00
13 Voice	\$412.00	\$407.00	\$402.00
14 Voice	\$434.00	\$429.00	\$424.00
15 Voice	\$440.00	\$435.00	\$430.00
16 Voice	\$462.00	\$457.00	\$452.00
17 Voice	\$484.00	\$479.00	\$474.00
18 Voice	\$505.00	\$500.00	\$495.00

B. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account.

Installation Charge

\$350.00

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10.2 Local Exchange Services, (Cont'd.)

10.2.5 PRI T-1 Service

A. Monthly Recurring Charges

	1 Year	2 Year	3 Year
Local Loop w23B & 1 D Channel	\$670.00	\$635.00	\$600.00

B. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account.

Installation Charge

\$350.00

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10.2 Local Exchange Services, (Cont'd.)

10.2.6 Integrated PRI T-1 Service

A. Monthly Recurring Charges

	1 Year	2 Year	3 Year
Local Loop w23B & 1 D Channel	\$714.00	\$677.00	\$639.00

B. Nonrecurring Charge

The following installation charge applies only to the Customer with a 1-Year Term agreement. The charge appears on the bill, but it is not computed in the total due until the Customer discontinues service. After retaining the service for twelve (12) consecutive months, the charge is canceled or credited from the account.

Installation Charge

\$350.00

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10.3 Miscellaneous Service Arrangements

10.3.1 DID Service

A DID or 2-Way DID

The following monthly recurring charge is added to the pricing per Voice Circuit:

	Monthly Recurring
	Charge
Per Voice Circuit	\$ 5.00
Per Block of 20 Numbers	\$ 2.50
Per Block of 100 Numbers	\$10.00

C. Nonrecurring Charge

Initial orders are installed at no charge. All additional orders incur the following nonrecurring charge:

Block of 20 Numbers Initial Order	No Charge
Block of 20 Numbers Each Additional Order	\$20.00
Block of 100 Numbers Initial Order Block of 100 Numbers Each Additional Order	No Charge \$60.00

10.3.2 Static IP Address

		Monthly Recurring
	Nonrecurring Charge	Charge
1 Static IP Address	No Charge	No Charge
8 Static IP Addresses	\$20.00	\$12.00
16 Static IP Addresses	\$30.00	\$20.00
32 Static IP Addresses	\$40.00	\$30.00
64 Static IP Addresses	\$50.00	\$40.00

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10.4 Supplemental Services

10.4.1 Intercept Services

			Nonrecurring Charge
	Three	Months	\$125.00
	Six Months		\$245.00
	Nine Months		\$365.00
	Twelve Months		\$490.00
10.4.2	.2 Busy Line Verification and Interrupt Service		
	A.	Busy Line Verification, Per Request	\$3.00
	В.	Emergency Interrupt, Per Request	\$6.00

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10.3 Supplemental Services

10.4.3 Directory Listings

Initial Listing	Monthly Recurring Charge No Charge
Additional Listings, each	\$2.50
Alpha Listing, each	\$2.50
Client Main Listing, each	\$2.50
Foreign Listings, each	\$2.50
Each Listing changed to Nonpublished Service	\$1.55
Each Listing changed to Nonlisted Service	\$1.20
WATS Listings, each	\$2.50

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10.4 Toll

A. Toll Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number.

Per Minute Usage Rate

All Times of Day

\$0.045

B. Toll Free Service

Toll Free Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the called number.

Per Minute Usage Rate

All Times of Day

\$0.045

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10.6 Calling Features

The following rates and charges are offered in conjunction with Local Service Packages.

A. Package Features

	Nonrecurring	Monthly
	<u>Charge</u>	Recurring Charge
Caller ID	\$ 6.00	\$ 5.00
Call Forwarding / Busy or Don't Answer	\$ 3.00	\$ 3.50
Call Forwarding / Busy and Don't Answer	\$ 3.00	\$ 3.50
Call Forwarding / Remote Access and Standard	\$ 8.00	\$ 6.00
Call Forwarding / Immediate 1/2 Ring	\$ 3.00	\$ 3.50
3 Way Calling	\$ 3.00	\$ 2.50
Call Waiting	\$ 3.00	\$ 5.50
Selective Call Waiting	\$ 3.00	\$ 2.50
Call Waiting ID	\$ 6.00	\$ 5.00
Call Transfer	\$ 3.00	\$ 2.50
Last Call Return	\$ 3.00	\$ 2.50
Dial Lock	\$ 3.00	\$ 2.50
Custom Ringing	\$ 6.00	\$ 5.00
Hunting	\$ 3.00	\$ 2.50
Voice Mail	**	**

B. A la Carte Features

	Nonrecurrin	Monthly
	g	Recurring Charge
	<u>Charge</u>	
Continuous Redial	\$ 3.00	\$ 2.50
Speed Calling 8	\$ 3.00	\$ 3.00
Speed Calling 30	\$ 3.00	\$ 3.50
Market Expansion Line - C FWD Local	\$20.00	\$12.00
Market Expansion Line – C FWD LD	\$20.00	\$12.00
Priority Call	\$ 3.00	\$ 2.50

^{**} Non-Regulated Services

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10.6 Calling Features, (cont'd.)

C. Per Use Features

	Nonrecurring	
	Charge	Usage Charges
Call Trace	-	\$ 1.50
Three Way Calling	-	\$ 0.50 per use, \$3.00
		maximum per billing
		cycle
Call Transfer	-	\$0.50 per use, \$3.00
		maximum per billing
		cycle
Last Call Return	-	\$0.50 per use \$3.00
		maximum per billing
		cycle
Continuous Redial	-	\$0.50 per use, \$3.00
		maximum per billing
		cycle.

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